

UNITED STATES BANKRUPTCY COURT  
MIDDLE DISTRICT OF FLORIDA  
ORLANDO DIVISION

In re:

PROGRESSIVE PLUMBING, INC.,

PROGRESSIVE SERVICES, LLC, and  
GRACIOUS LIVING DESIGN  
CENTER, INC.

Chapter 11

Case No.: 6:15-bk-07275-KSJ

Jointly Administered with  
Case No.: 6:15-bk-07276-KSJ  
Case No.: 6:15-bk-07277-KSJ

Debtors.

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PROGRESSIVE PLUMBING, INC.,

Plaintiff/Debtor,

v.

THE EVERGREEN CORPORATION,  
and ALLIED WORLD SPECIALTY  
INSURANCE COMPANY,

Adv. Pro. No. 6:15-AP-00145-KSJ

Defendants.

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**NOTICE OF SETTLEMENT AND AGREED STIPULATION OF DISMISSAL**

**(Amended as to the *Certificate of Service* only)**

Pursuant to Federal Rule of Civil Procedure 41(a)(1)(ii), made applicable to adversary proceedings by Federal Rule of Bankruptcy Procedure 7041, Defendant and Cross-Plaintiff Allied World Specialty Insurance Company (“Allied”), and Defendant and Cross-Plaintiff The Evergreen Corporation (“Evergreen”) (collectively the “Parties”), hereby jointly and mutually stipulate to the dismissal of certain claims, as further defined below, asserted herein by virtue of any pleading entered or filed in this proceeding, with prejudice to refiling, with each party to

bear its own attorneys' fees and costs. The dismissed claims are as follows: all claims brought by Allied against Evergreen, and all claims brought by Evergreen against Allied. This Stipulation follows upon the successful mediation between Allied and Evergreen. A Mediation Settlement Agreement between Allied and Evergreen sets out the continuing rights and obligations between Allied and Evergreen that survive this Stipulation of Dismissal. This Stipulation of Dismissal does not affect a separate case pending in Georgia between Allied and Evergreen, which remain pending until final payment is made under the Mediation Settlement Agreement.

The Debtor consents to the filing of this notice and has filed a motion to compromise controversy relating to claims brought by and against the Debtor (Bankr. D.E. 276).

**RESPECTFULLY SUBMITTED**, this 16th day of May 2016.

/s/ Jonathan P. Cohen  
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**ATTORNEY FOR PROGRESSIVE  
PLUMBING, INC.**

**CERTIFICATE OF SERVICE**

The undersigned, Jonathan P. Cohen, Esquire, hereby certifies that a true and correct copy of the foregoing was furnished on this 16th of May 2016, via filed via CM/ECF system, furnished to all parties participating in CM/ECF Electronic Noticing and by U.S. Mail and facsimile to:

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/s/ Jonathan P. Cohen  
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